

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Lorrie-Ann D. Thorne  Debtor(s)  BANK OF AMERICA, N.A.  Movant  vs.  Lorrie-Ann D. Thorne  Debtor(s)  Scott F. Waterman  Trustee		CHAPTER 13       NO. 18-10926 AMC       11 U.S.C. Section 362
---	--	---

**MOTION OF BANK OF AMERICA, N.A.  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362**

1. Movant is BANK OF AMERICA, N.A.
2. Debtor(s) is the owner(s) of the premises 6717 Haverford Avenue aka 6717 Haverford Drive, Philadelphia, PA 19151, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$107,793.00 on the mortgaged premises that was executed on July 02, 2008. The mortgage has been assigned as follows:  
  
Countrywide Way to Bank of America, N.A., dated 11/25/2015; recorded 12/8/2015.
4. Scott F. Waterman, is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Carrington Mortgage Services, LLC services the loan on the Property referenced in this Motion. In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the promissory note. Movant will enforce the promissory note as transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the Mortgage.

7. Debtor(s) has failed to make the monthly post-petition mortgage payments in the amount of \$911.49 for the months of September 2023 through November 2023 with less of a suspense balance of \$870.78.

8. The total amount necessary to reinstate the loan post-petition is **\$1,863.69**.

9. Movant is entitled to relief from stay for cause.

10. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Mark A. Cronin, Esq.

---

Mark A. Cronin, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532  
Phone: (215) 627-1322 Fax: (215) 627-7734  
Attorneys for Movant/Applicant